

PEPPER, HAMILTON & SCHEETZ

ATTORNEYS AT LAW

123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
215-893-3000

JAMES A. OUNSWORTH
215-893-3466

10 SOUTH MARKET SQUARE
HARRISBURG, PA. 17108
717-233-8483

1776 F STREET, N. W.
WASHINGTON, D. C. 20006
202-862-7500

2049 CENTURY PARK EAST
LOS ANGELES, CA. 90067
213-879-0904

RECORDATION NO. 9612-1
Filed 1425 November 7, 1978

NOV 8 1978-2 45 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9612-H C-312A129
Filed 1425

NOV 8 1978-2 45 PM
No. 1425
Date NOV 8 1978
Fee \$ 00.00

H. Gordon Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D. C.

Dear Mr. Homme:

I am sending herewith for filing in your office pursuant to Section 20c of the Interstate Commerce Act, six counterparts of each of the following:

- (a) Fourth Amendment to Security Agreement dated as of September 1, 1978 between Funding Systems Railcars, Inc. and Girard Bank covering 50 new boxcars for use in Interstate Commerce;
- (b) Fourth Amendment to Lease and Management Agreement dated as of September 1, 1978 between Funding Systems Railcars, Inc. and National Railway Utilization Corporation to which the boxcars are leased.

There is also enclosed a check in the amount of \$20.00 for the recordation fees. The names and addressees of the parties to the transaction are as follows:

Secured Party: Girard Bank, as Agent
3 Girard Plaza
Philadelphia, PA 19101

Purchaser and Lessor: Funding Systems Railcars, Inc.
c/o Funding Systems Corporation
Suite 401
1000 RIDC Plaza
Pittsburgh, PA 15238

RECEIVED

Nov 8 2 43 PM '78

I.C.C.
FEE OPERATION BR.

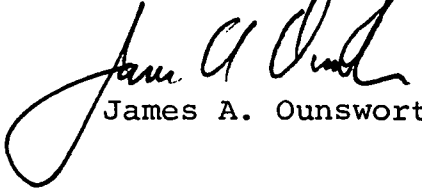
H. Gordon Homme, Jr.
November 7, 1978
Page 2

Lessee: National Railway Utilization
Corporation
1100 Centre Square East
1500 Market Street
Philadelphia, PA 19102

The equipment covered by the agreements consist of
12 50'6" 70-ton boxcars with A.A.R. mechanical designation XM,
bearing Lessee road numbers NSL 156034-156045, inclusive; and
38 50'6" 70-ton boxcars with A.A.R. mechanical designation XM,
bearing Lessee road numbers PT 201110-201147, inclusive, and
marked "Leased from a corporation and subject to a security
interest recorded with the ICC."

Kindly return to the bearer five counterparts of
each of the documents.

Very truly yours,


James A. Ounsworth

JAO/mlm

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

11//

OFFICE OF THE SECRETARY

11/8/78

James A. Ounsworth
Pepper, Hamilton & Scheetz
123 South Broad Street
Phila. Pa. 19109

Dear

Sir:

The enclosed document(s) was recorded pursuant to the

provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on

at

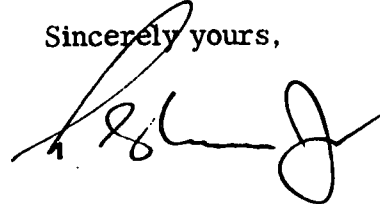
11/8/78

2:45pm

and assigned recordation number(s)

9672-H & 9672-I

Sincerely yours,



H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

9672 867282 mbw
NOV 8 1978 4:45 PM
INTERSTATE COMMERCE COMMISSION
FOURTH AMENDMENT TO SECURITY AGREEMENT

This Fourth Amendment is made and entered into as of the 1st day of September, 1978 between Funding Systems Railcars, Inc. ("Debtor") and Girard Bank, as agent ("Secured Party")

WHEREAS, Debtor and Secured Party entered into a certain Security Agreement dated as of September 1, 1978 and recorded with the Interstate Commerce Commission on September 15, 1978 as Document No. 9672A (the "Security Agreement");

WHEREAS, the Security Agreement was subsequently amended by a certain First Amendment to Security Agreement dated as of September 1, 1978 and recorded with the Interstate Commerce Commission on September 29, 1978 as Document No. 9672C and by a certain Second Amendment to Security Agreement dated as of September 1, 1978 and recorded with the Interstate Commerce Commission on October 16, 1978 as Document No. 9672E and by a certain Third Amendment to Security Agreement dated as of September 1, 1978 and recorded with the Interstate Commerce Commission on October 31, 1978 as Document No. 9672 F; and

WHEREAS, the parties now desire to amend further the Security Agreement as hereinafter provided.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Schedule II to the Security Agreement, which provides a three part description of the Equipment Collateral covered under the Security Agreement as supplemented by Schedule II(A) pursuant to the

First Amendment and by Schedule II(B): pursuant to the Second Amendment and by Schedule II(C) pursuant to the Third Amendment, is hereby further supplemented to include additional Equipment as more particularly described in Schedule II(D), a copy of which is attached hereto and incorporated herein.

2. The term "Equipment", as defined in Section 1.1 of the Security Agreement, shall hereafter collectively mean the Equipment described in Schedule II, Schedule II(A), Schedule II(B), Schedule II(C) and Schedule II(D), as referenced in Paragraph 1 of this Fourth Amendment.

3. Except as otherwise provided herein, all of the other terms and conditions of the Security Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, shall remain in full force and effect.

WITNESS the execution hereof as of the day and year first above written.

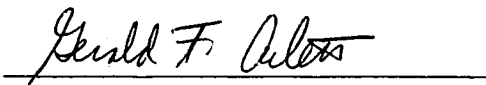
(Corporate Seal)

ATTEST:



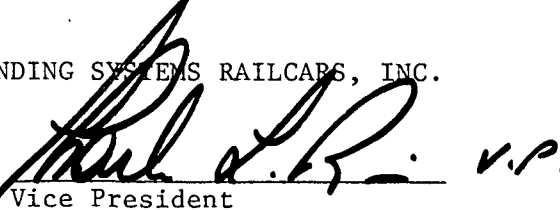
(Corporate Seal)

ATTEST:



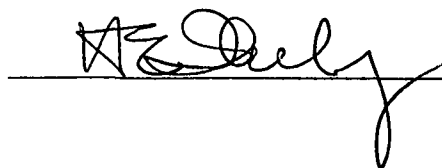
FUNDING SYSTEMS RAILCARS, INC.

By


Vice President

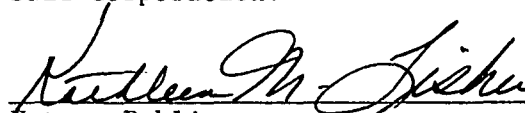
GIRARD BANK

By



STATE OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 3rd day of November, 1978, before me personally appeared Charles L. Rucquoi, to me personally known, who being by me duly sworn, says that he is a Vice President of FUNDING SYSTEMS RAILCARS, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

KATHLEEN M. FISHER, Notary Public
O'HARA TWP., ALLEGHENY COUNTY
MY COMMISSION EXPIRES OCT. 25, 1982
Member, Pennsylvania Association of Notaries

(SEAL)

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF PHILADELPHIA)

On this 8TH day of NOVEMBER, 1978, before me personally appeared HEIKELER JR, to me personally known, who being by me duly sworn, says that he is a VICE PRESIDENT of GIRARD BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public
MARGARET B. WILKINSON
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires November 21, 1979

(SEAL)

Builder - Rail Fleet Corporation

Schedule II(D)

Description of Equipment

<u>Type</u>	<u>Builder's Specifications</u>	<u>Quantity</u>	<u>Equipment Numbers (Inclusive)</u>	<u>Average Unit Price</u>	<u>Total Price</u>	<u>Delivery</u>
AAR Mechanical Designation XM	50'6", 70-ton single sheaved boxcars with- out side posts 10'0" sliding doors rigid underframe	12	NSL 156034 NSL 156045	\$38,500.00	\$462,000.00	Greenville, Sout: Carolina

TOTAL 12

TOTAL \$462,000.00.

Builder - National Railway Utility
Corporation

Schedule II(D)

Description of Equipment

<u>Type</u>	<u>Builder's Specifications</u>	<u>Quantity</u>	<u>Equipment Numbers (Inclusive)</u>	<u>Average Unit Price</u>	<u>Total Price</u>	<u>Delivery</u>
AAR Mechanical Designation XM	50'6", 70-ton single sheaved boxcars with- out side posts 10'0" sliding doors rigid underframe	38	PT 201110 PT 201147	\$38,500.00	\$1,463,000.00	Pickens, South Carolina
TOTAL 38			TOTAL \$1,463,000.00			